Supreme Court, U. S.
FILED
JAN 2 1981
MICHAEL RODAK, JR., CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

No. 80-907

WILLIAM JENSEN, EDWIN KREMER, JOHN GARDELLA, WILLIAM KUYL, DOMINICK BISBANO, LINDSAY HOYT, FRANCIS S. HAGGERTY, RICHARD TRIPPE, ANTHONY LORE and GARY D. LUECK,

Petitioners,

v.

FARRELL LINES, INC., and INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, AFL-CIO,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

BRIEF FOR INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS IN OPPOSITION

SEYMOUR M. WALDMAN
501 Fifth Avenue
New York, N. Y. 10017
(212) 661-1230

and

BURTON M. EPSTEIN
39 Broadway
New York, N. Y. 10006
(212) 483-0272

Attorneys for Respondent International Organization of Masters, Mates and Pilots

Questions Presented

1. Whether a group of supervisors, who have served aboard vessels which have been acquired by another company and who are members of a union which has lost an arbitration over representation rights, have a First Amendment right to an election to determine the majority union representative before the union security provisions of the employer's collective bargaining agreement may validly be applied to them.

2. Whether the actions of a private shipping company constitute "state action" within the meaning of the First Amendment by reason of the company's receipt of government subsidies under the Merchant Marine Act of 1970.

TABLE OF CONTENTS

PAGE

Questions Presented i

Table of Authorities ii

Statement of the Case 1

ARGUMENT

The Decision Below Is Correct, in Accord With the Decisions of This Court and of Other Circuits, and Presents No Issue of General Importance 6

CONCLUSION 13

TABLE OF AUTHORITIES

Cases:

Abood v. *Detroit Board of Education*, 431 U.S. 209 (1977) 8n, 11

American Communications Ass'n v. *Douds*, 339 U.S. 382 (1950) 12

Babbitt v. *United Farm Workers National Union*, 442 U.S. 289 (1979) 12

Beasley v. *Food Fair of North Carolina*, 416 U.S. 653 (1974) 7, 8

Carey v. *Westinghouse Electric Corp.*, 375 U.S. 261 (1964) 8

Commerce Tankers Corp. v. *National Maritime Union*, 553 F.2d 793 (2d Cir. 1977), *cert. den'd*, 434 U.S. 923 (1977) 5

PAGE

Delta Steamship Lines, et al., Case Nos. 2-CA-15677, et al., BNA Labor Relations Reporter, 100 LRR 259 (1979) 4n

Great Lakes Towing Co., 168 NLRB 695 (1967) 8

Hanna Mining Co. v. *District 2, MEBA*, 382 U.S. 181 (1965) 8

Marine Engineers v. *Interlake Co.*, 370 U.S. 173 (1962) 8
MM&P v. *NLRB (Cove Tankers Corp.)*, 575 F.2d 986 (D.C. Cir. 1978) 9, 10
MM&P v. *NLRB (Marine & Marketing Int'l)*, 486 F.2d 1271 (D.C. Cir. 1973), *cert. den'd*, 416 U.S. 956 (1974) 9
MM&P v. *NLRB (Seatrain Lines, Inc.)*, 575 F.2d 896 (D.C. Cir. 1978) 5n
MM&P v. *NLRB (Westchester Marine Shipping)*, 539 F.2d 554 (5th Cir. 1976), *cert. den'd*, 434 U.S. 828 (1977) 9, 10
Moore-McCormack Lines, Inc., 139 NLRB 796 (1962) 4

National Marine Engineers Beneficial Association v. *NLRB*, 274 F.2d 167 (2d Cir. 1960) 1n-2n
National Maritime Union (Overseas Carrier Corp.), 174 NLRB 216 (1969) 4
National Maritime Union (Puerto Rico Marine Management, Inc.), 227 NLRB 20 (1976) 4
Newport Tankers Corp. v. *NLRB*, 575 F.2d 477 (4th Cir. 1978), *cert. den'd*, 439 U.S. 928 (1978) 9
NLRB v. *National Maritime Union*, 486 F.2d 907 (2d Cir. 1973), *cert. den'd*, 416 U.S. 970 (1974) 5n

Railway Employes' Department v. *Hanson*, 351 U.S. 225 (1955) 11

PAGE

Smith v. *Arkansas State Highway Employees, Local 1315*, 441 U.S. 463 (1969) 12

Statutory Provisions:

National Labor Relations Act
Section 2(2), 29 U.S.C. § 152(2) 11n
Section 8(b)(1)(B), 29 U.S.C. § 158(b)(1)(b) 9, 10

Other Authorities:

Cox, *The Labor-Management Relations Act*, 61 Harv. L. Rev. 1 (1947) 9

1 Legislative History of the Labor Management Relations Act 1947 9

Stern & Grossman, *Supreme Court Practice* 6

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

No. 80-907

WILLIAM JENSEN, EDWIN KREMER, JOHN GARDELLA, WILLIAM KUYL, DOMINICK BISBANO, LINDSAY HOYT, FRANCIS S. HAGGERTY, RICHARD TRIPPE, ANTHONY LORE and GARY D. LUECK,

Petitioners,

v.

FARRELL LINES, INC., and INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, AFL-CIO,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

BRIEF FOR INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS IN OPPOSITION

Statement of the Case

Farrell Lines, Inc., a major United States flag shipping line, and MM&P, a labor organization representing licensed deck officers in the American merchant marine, have had a long-established collective bargaining relationship covering the deck officers aboard all Farrell vessels.[1] Their collective

---

[1] Although licensed deck officers are concededly supervisors and not statutory "employees" within the meaning of the National Labor Relations Act, MM&P does include some employees among its members and has, therefore, been held to constitute a "labor organization" under the NLRA. *National Marine Engineers Bene-*

agreements expressly cover after-acquired vessels—that is, ships acquired by Farrell after the effective date of the collective agreement. They also contain standard union security provisions which require all deck officers aboard all Farrell vessels to be members of the MM&P (JA 390-393, 710-784).

Plaintiffs are members of the Brotherhood of Marine Officers ("BMO"), a labor organization consisting essentially of licensed deck officers and licensed engineers who were employed by a single company, American Export Lines, Inc. ("AEL"). BMO had a long-standing bargaining relationship with AEL, but prior to 1978 had no relationship whatever with Farrell (JA 785-812).

In 1977 AEL's parent company filed a bankruptcy petition, and in the ensuing proceeding, it was determined that AEL would be auctioned to the highest responsible bidder. In certain personnel classifications, Farrell and AEL dealt with different labor organizations, and Farrell was reluctant to embark upon an acquisition that might lead to labor strife and disrupt its own existing operations. Accordingly, before bidding, it approached the various contesting organizations in an effort to work out a *modus operandi* that would avoid jurisdictional warfare (JA 391-394, 400-403, 698).

All of the contesting unions, either directly or through parent organizations, were affiliates of the AFL-CIO and subject to the Internal Disputes Plan contained in Article XX of the AFL-CIO Constitution. That Plan provides for mandatory arbitration to resolve precisely the type of jurisdictional controversy anticipated from the proposed Farrell acquisition of AEL (JA 832-838, 850-855).

BMO threatened to strike Farrell unless its contract was applied to the former AEL vessels and its members hired

---

ficial Association v. *NLRB*, 274 F.2d 167 (2d Cir. 1960); ***MM&P*** v. *NLRB (Marine & Marketing Int'l)*, 486 F.2d 1271 (D.C. Cir. 1973), *cert. den'd*, 416 U.S. 956 (1974). So, too, is BMO.

as deck officers on those vessels. Had MM&P taken the same position, Farrell would have abandoned its plans, and the entire AEL fleet would probably have been sold to foreign interests and lost to the American merchant marine. Accordingly, to enable Farrell to proceed, Farrell and MM&P agreed to a procedure under which Farrell would permit BMO officers to man the vessels in the first instance; MM&P would press its representation claims solely through arbitration proceedings under Article XX of the AFL-CIO Constitution and not through economic action; and both Farrell and MM&P would agree to be bound by the arbitral determination of AFL-CIO. Farrell thereupon entered the auction in the Bankruptcy Court and, having emerged as the successful bidder, proceeded to consummate the purchase (JA 400-402, 698).

BMO was fully aware of MM&P's contract and representational claims and MM&P's intent to invoke Article XX proceedings (JA 391-404, 698).

On March 28, 1978, Farrell formally acquired AEL and simultaneously merged it into Farrell. Thereafter, pending the anticipated Article XX proceedings, Farrell executed a contract with BMO and kept the BMO deck officers aboard the ships acquired from AEL. Upon expiration of its agreement with MM&P on June 15, 1978, Farrell entered into a successor agreement containing the same broad coverage, including applicability to "after-acquired vessels", and the same union security provisions[2] (JA 391-404, 695, 710-784, 813-815).

---

[2] At the time of the acquisition in March 1978, the number of MM&P-contract vessels and BMO-contract vessels was substantially equal, with perhaps a slight numerical superiority in favor of MM&P. During the ensuing year, Farrell disposed of some former AEL ships, thus increasing MM&P's margin. At the time of the final decision in the Article XX proceeding, there were 20 to 22 active MM&P ships and either 17 to 18 active BMO ships, depending on the method of calculation (JA 695-697).

On April 13, 1978, within two weeks of Farrell's acquisition of the AEL fleet, MM&P's parent, the International Longshoremen's Association ("ILA"), filed its Article XX complaint with the AFL-CIO. BMO and its parent, the Marine Engineers Beneficial Association ("MEBA"), filed a countercomplaint asserting their own representation claims. After hearing and extensive briefing, the arbitrator rendered a decision in favor of ILA-MM&P, based largely upon the doctrine of accretion which not only underlies firmly established Article XX precedent but also represents the cornerstone of NLRB doctrine in ship transfer cases in the American maritime industry. *Moore-McCormack Lines, Inc.*, 139 NLRB 796 (1962); *National Maritime Union (Puerto Rico Marine Management, Inc.)*, 227 NLRB 20 (1976); *National Maritime Union (Overseas Carrier Corp.)*, 174 NLRB 216 (1969)[3] (JA 103-106, 850-855).

Pursuant to procedures prescribed in the AFL-CIO Constitution, MEBA-BMO appealed the award, thus securing an automatic stay. After oral argument and further briefing, on February 28, 1979, the AFL-CIO appellate tribunal affirmed the arbitrator; and under the AFL-CIO Constitution, the arbitral determination in favor of ILA-MM&P became fully effective (JA 832-839, 856).

MM&P having fulfilled its commitment to Farrell by allowing BMO deck officers to man the former AEL vessels throughout the year-long pendency of the Article XX proceeding without resorting to economic action permissible

[3] Although NLRB representation doctrine does not apply to supervisors, and MM&P-contract vessels predominated over former AEL BMO-contract ships in the enlarged Farrell fleet, it should be noted that in the maritime industry, the NLRB applies the accretion principle irrespective of the relative sizes of the two fleets. Specifically, the NLRB permits a larger unit to accrete into the purchaser's smaller unit. See *Delta Steamship Lines, et al.*, Case Nos. 2-CA-15677 et al., BNA Labor Relations Reporter, 100 LRR 259, 265-266 (1979).

under its contract, Farrell then proceeded to honor its part of the understanding. On March 12, 1979, Farrell applied the MM&P contract to all vessels acquired by it from AEL (JA 283, 284, 306, 878).

In accordance with the accretion principle, it is the customary, almost universal, practice in the maritime industry that when ships are transferred to a company having a collective agreement with a different union, the personnel in that classification are promptly replaced by members of the acquiring company's union, dispatched out of its hiring hall. This is a natural consequence of the typical maritime collective agreement which provides that all jobs in the covered classification are to be filled, on a specified seniority basis, out of the contracting union's hiring hall, subject to union security conditions. Members of another union invariably lack the requisite seniority and the requisite membership.

Although the wholesale displacement of personnel who formerly serviced an acquired vessel or fleet of vessels has been accepted under both Article XX and NLRB procedures,[4] MM&P did not follow the standard practice. Instead of insisting upon the displacement of the BMO deck officers by MM&P members, it offered all BMO members the right to continue in Farrell employment under the MM&P contract if they would simply join MM&P and thus satisfy the union security requirement of the Farrell-MM&P agreement. There was no requirement that they relinquish their membership in BMO. MM&P also offered to waive its entire

---

[4] Efforts to forestall such displacement by contractual means have been administratively and judicially condemned under both the labor laws and the antitrust laws. *NLRB* v. *National Maritime Union*, 486 F. 2d 907 (2d Cir. 1973), *cert. den'd*, 416 U.S. 970 (1974); *MM&P* v. *NLRB (Seatrain Lines, Inc.)*, 575 F. 2d 896 (D.C. Cir. 1978); *Commerce Tankers Corp.* v. *National Maritime Union*, 553 F. 2d 793 (2d Cir. 1977), *cert. den'd* 434 U.S. 923 (1977).

initiation fee, and to accord BMO deck officers the highest contractual seniority status aboard all former AEL vessels (JA 474-477, 478-480, 710-784, 876-880).

As former AEL vessels completed their voyages and the crew's articles terminated, this offer was transmitted to their deck officers. Many BMO members joined MM&P, and they have continued in their employment aboard Farrell ships. Other BMO members, influenced by the importunings of plaintiffs and other BMO representatives who met each ship as it arrived, declined to join MM&P; and they were replaced by MM&P deck officers through normal end-of-voyage procedures. This action followed (JA 243, 245-247, 474, 876-880).

ARGUMENT

The Decision Below Is Correct, in Accord With the Decisions of This Court and of Other Circuits, and Presents No Issue of General Importance.

The decision below rests on two alternative grounds. Although the application of "state action" principles to the subsidized maritime industry may raise a factual question, the First Amendment claim raises no substantial issue, factual or legal. The Court of Appeals' determination of that issue follows well-established principles, reaffirmed as recently as 1979, accords fully with the decisions of this Court, and raises no conflict with other circuits. It presents no novel questions.

Thus, whatever the disposition of the "state action" issue, the judgment below would stand, for the alternative holding, which does not merit review, is sufficient to support it. Under such circumstances, certiorari is inappropriate. Stern & Grossman, *Supreme Court Practice*, pp. 271-272, 371, and cases therein cited.

Moreover, the "state action' issue does not itself warrant review. The merchant marine subsidy program has been in effect for decades. During all this period there have apparently been only two other martime subsidy cases which have given rise to a Constitutional "state action" question, ith results identical to the decision below. (See Farrell brief in opposition to Petition). Thus the decision below, even on the "state action" point, raises no important issue of federal law.[5]

1. In *Beasley* v. *Food Fair of North Carolina,* 416 U.S. 653, 655 (1974), this Court held:

> "Taft-Hartley amendments of the National Labor Relations Act excluded supervisors from the protections of the Act and thus freed employers to discharge supervisors without violating the Act's restraints against discharges on account of labor union membership."

The Court has insisted upon strict compliance with the Congressional mandate and has refused to permit any tribunal, state or federal, to accord supervisors "the anomalous status of employees" (416 U.S. 662, quoting the legislative history), and the rights secured to statutory employees by the NLRA.

In *Beasley,* a group of supervisors joined a statutory "labor organization" and were promptly fired for doing so. After reviewing the legislative history and purpose of the 1947 amendments, this Court held that Section 14(a) of the Act prohibited the invocation of a state cause of action

---

[5] MM&P did not brief the "state action" issue in either the District Court or Court of Appeals, relying upon the presentation of defendant Farrell Lines on this point. We shall adopt essentially the same posture on the present petition. We urge that the "state action" disposition below is correct and in any event does not warrant review, and we adopt the arguments of Farrell on that aspect of the case.

based on wrongful discharge for union activities.[6] *Beasley* involved a far more direct, frontal assault upon associational rights of supervisors than the instant case which arose out of the implementation of a conventional union security provision in the contract of a union which had won the kind of arbitration strongly favored by national labor policy. *Carey* v. *Westinghouse Electric Corp.*, 375 U.S. 261 (1964).

Petitioners would reintroduce through Constitutional doctrine precisely the election and job protection rights which Congress deliberately withdrew from supervisors in 1947. In effect, therefore, they wish this Court to invalidate a fundamental portion of the NLRA, on the books since 1947, and consistently applied by both the Courts and the NLRB, not only in *Beasley* but in a multitude of other decisions. *E.g., Hanna Mining Co.* v. *District 2, MEBA*, 382 U.S. 181 (1965); *Marine Engineers* v. *Interlake Co.*, 370 U.S. 173 (1962); *Great Lakes Towing Co.*, 168 NLRB 695 (1967).

2. The legislative history of the Taft-Hartley amendments demonstrates Congressional awareness that supervisors would not be barred from forming unions and that some employers would continue to deal with unions representing supervisors. The dominant purpose of those amendments was to assure that in such dealings, no claim of legal right to majority selection or job protection could be asserted, in any tribunal, and that any disputes arising out of supervisory organization or representation would be settled by the process of self-help, not the legal process. In short, in withdrawing from supervisors the legal pro-

---

[6] Because the *Beasley* decision rested on the command of a federal statute which nullified an otherwise tenable state claim, "state action" was clearly present. See *Abood* v. *Detroit Board of Education*, 431 U.S. 209, 218-219, n.12 (1977).

tection of the NLRA, there was to be no distinction between the situation in which an employer declines to recognize a union and that in which he is willing on his own terms to allow supervisory unionism and to bargain collectively. 1 Legslative History of the Labor Management Relations Act 1947, pp. 308, 411, 1008; Cox, *The Labor-Management Relations Act,* 61 Harv. L. Rev. 1, 4-5 (1947).

3. In a series of decisions under § 8(b)(1)(B) of the Act, another Taft-Hartley amendment distinguishing supervisors from statutory employees, the NLRB has held that (1) employers may deal with the maritime supervisory union they wish, (2) they may base that choice on the fact that one union offers them a more favorable labor contract, (3) they may enter into pre-hire agreements containing stringent union security provisions with that union; (4) they may summarily discharge members of another union who have been serving aboard the vessel for years, without regard to the quality of their job performance, and simply because they belong to the "wrong" union; and (5) any economic action, or even litigation, against the employer by the disfavored labor organization, constitutes an unfair labor practice under Section 8(b)(1)(B). Each of these holdings has been affirmed by a Court of Appeals; and this Court has denied certiorari. *MM&P* v. *NLRB (Marine & Marketing Int'l),* 486 F.2d 1271 (D.C. Cir. 1971), *cert. denied,* 416 U.S. 956 (1974), *MM&P* v. *NLRB (Westchester Marine Shipping),* 539 F.2d 554 (5th Cir. 1976), *cert. denied,* 434 U.S. 828 (1977); *MM&P* v. *NLRB (Cove Tankers Corp.),* 575 F.2d 896 (D.C. Cir. 1978); *Newport Tankers Corp.* v. *NLRB,* 575 F.2d 477 (4th Cir. 1978), *cert. denied,* 439 U.S. 928 (1978).

In none of these cases did the deck officers ever exercise any choice of bargaining representative nor did they have opportunity to do so. In *Marine & Marketing,* the Court

specifically noted that the employer's agreement with the favored union was "pre-hire," that is, it was made before any deck officers had been engaged. (486 F.2d at 1272).

The contention that deck officers have a right to select their bargaining representative when the shipowner chooses to recognize and bargain with a supervisory union was explicitly addressed and rejected by the Fifth Circuit in *Westchester Marine Shipping,* 539 F.2d at 560. In the subsequent *Cove Tankers* decision, the District of Columbia Court of Appeals adopted the holding and "excellent reasoning" of *Westchester Marine Shipping.* See 575 F.2d at 905.

In *Cove Tankers Corp.,* moreover, MM&P did raise a First Amendment constitutional challenge to the construction being accorded Section 8(b)(1)(B). The Court of Appeals rejected this contention, citing *Beasley,* and holding "that the burdens on first amendment associational rights imposed by Section 8(b) are outweighed by the countervailing governmental interests," 575 F.2d at 905.

The decision below cited these decisions and is fully consistent with them.

4. The First Amendment has nothing to do with the vindication of majority rights. Rather it is designed to protect rights of the minority, the unpopular, even the despised. The notion that union membership may be required through the collective agreement of a majority representative, and receives constitutional validation by a showing of majority selection, is foreign to the First Amendment. If a First Amendment right to reject compulsory unionism were to exist, it would not be lost because the union achieves the support of the majority of the group. But no such right exists, for this Court has squarely held, in the context of state action and true public, governmental

employment,[7] that compulsory unionism does not violate First Amendment rights. *Railway Employes' Department* v. *Hanson* 351 U.S. 225 (1955); *Abood* v. *Detroit Board of Education,* 431 U.S. 209 (1977).[8]

The statutory schemes in *Hanson* and *Abood* provided for representation elections, but that was not the basis of decision. Rather the Court, in both cases, held that the legislative measure "is relevant or appropriate to the constitutional power which Congress exercises", that "the ingredients of industrial peace and labor-management relations are numerous and complex", varying from time to time, and that "The decision rests with the policy makers, not with the judiciary." 351 U.S. at 234.

Although the specific factors influencing the 1947 legislative judgment on treatment of supervisors are different, the same reasoning applies to this case. After considering how the Board and the Courts dealt with the supervisory issue between 1935 and 1947, the Taft-Hartley Congress concluded that in the interest of stability and the proper relationship between supervisors and employers, the protections and procedures of the Act should be withdrawn from supervisory personnel. That judgment, too, falls within the "constitutional power which Congress exercises." Indeed far more serious burdens upon First Amendment rights have been upheld in deference to Congressional judgment in fashioning the basic federal labor statute.

---

[7] Farrell is in no sense a unit of government or public employer, whether or not "state action" is implicated. Like any other private shipping company, subsidized or nonsubsidized, Farrell is subject to the NLRA and other federal labor laws; a true public employer is excluded from the coverage of this legislation. NLRA, §2(2).

[8] This case presents no question of political or ideological expenditures, but only traditional collective bargaining, labor relations activity. Thus that aspect of *Abood* which deals with compulsory exactions for ideological ventures has no applicability here.

American Communications Ass'n v. *Douds*, 339 U.S. 382 (1950).

5. In its recent decisions in *Babbitt* v. *United Farm Workers National Union*, 442 U.S. 289 (1979) and *Smith* v. *Arkansas State Highway Employees, Local 1315*, 441 U.S. 463 (1969), this Court drove home the point that "the First Amendment is not a substitute for the national labor laws." 441 U.S. at 464. Moreover, *Babbitt* involved the precise issue of majority representation. Plaintiffs had asserted that Arizona's agricultural representation law and implementing procedures defeated the ability of farm workers to select a majority representative, thus violating their First Amendment associational rights; and the three-judge special court sustained their challenge. This Court reversed, stating that Arizona had no constitutional obligation to provide any procedure for selecting a "chosen representative", and the fact "That it has undertaken to do so in an assertedly niggardly fashion, then, presents as a general matter no First Amendment problems." Complaints as to the ineffectiveness of the election procedures were "matters for the Arizona legislature and not the federal courts." 442 U.S. at 313.

Babbitt rests on the proposition, fatal to petitioners herein, that there is no First Amendment right to majority representation. For if such a right existed, the three-judge court would have been correct in its inquiry into whether the statutory procedures effectively frustrated that choice. This Court did not take issue with the lower court's analysis on that point; rather it held that the inquiry should not have been undertaken at all, that the issue belonged before the Arizona legislature not in the federal courts, and that, in the Court's concluding words, there is no "First Amendment difficulty" whether or not the state procedure is "fair or efficacious". 442 U.S. at 313-314.

In sum, the decision below cuts no new ground and accords with both statutory and Constitutional adjudications. Any other result would not only frustrate the expressed intent of Congress and misperceive the nature and scope of the First Amendment, but would contribute dangerously to industrial instability and undermine the ability of labor organizations to resolve representational disputes through peaceful arbitration. The decision below is not only correct, it furthers national labor policy and raises no substantial issue meriting review.

CONCLUSION

For the foregoing reasons, we respectfully urge that the writ of certiorari be denied.

Dated: New York, New York
December 29, 1980

Respectfully submitted,

SEYMOUR M. WALDMAN
501 Fifth Avenue
New York, N. Y. 10017
(212) 661-1230

and

BURTON M. EPSTEIN
39 Broadway
New York, N. Y. 10006
(212) 483-0272

Attorneys for Respondent
International Organization of Masters, Mates and Pilots